

## **SCOPE OF WORK AND GUIDELINES FOR SUBMISSION**

**FCC FORM 470 43010000531034 DATED 06 JAN 05**

### **SERVICE OR FUNCTION SUMMARY**

Provide and install network and other eligible equipment at **45** sites.

### **REQUIREMENT DETAIL**

1. Furnish and install network and other eligible equipment as identified in Attachment (1).
2. If installation is quoted, quote must provide separate equipment and installation cost.
3. Post-installation documentation set will include:
  - a. Network architecture drawings
  - b. Configuration baseline
  - c. Cabling and equipment labeling
  - d. Data closet architecture and layout
  - e. Data closet physical
4. Installation services must include device configuration and activation
5. Identify all value-added services that are offered in addition to the provision of procurement and installation services.
6. Where wireless access points, wireless surveys and documentation are quoted. each service to be provided must be quoted separately.

### **TECHNICAL DETAILS**

1. See Attachment (1) for equipment list.

### **GUIDELINES FOR SUBMISSION**

1. Ensure that all information required in order to quote has been requested not later than January 23, 2005.
2. All correspondence related to this submission should be conducted via email. Direct all questions to Steve Hufford at [steve.hufford@pps.k12.or.us](mailto:steve.hufford@pps.k12.or.us).
3. When submitting quotes, ensure that all documentation is included that requires review or signature by the district. This includes contracts, SLA's, etc.
4. Quotes and bids are due not later than February 11, 2005. You are requested to submit your quote/bid as early as possible.

### **EVALUATION CRITERIA**

cost	70%
Reliability	20%

— COMMITMENT FOR UP FRONT FUNDING  
— INSTALLATION OF IT 84



Network Equipment Replacement at eligible sites	MEM2600XM-32FS=	32MB Flash SIMM for the Cisco 2600XM	32
Network Equipment Replacement at eligible sites	MEM2600XM-128D=	128MB DIMM DRAM for the Cisco 2600XM	32
Network Equipment Replacement at eligible sites	CISCO3845	3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/256D	7
Network Equipment Replacement at eligible sites	S384IPV-12311T	Cisco 3845 IOS IP VOICE	7
Network Equipment Replacement at eligible sites	MEM3800-256U512D	256 to 512MB DDR DRAM factory upgrade for the Cisco 3800	7
Network Equipment Replacement at eligible sites	MEM3800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 3800 Series	7
Network Equipment Replacement at eligible sites	NM-1GE	1 Port GE Network Module	7
Network Equipment Replacement at eligible sites	NM-HDV2	IP Communications High-Density Digital Voice Network Module	
Network Equipment Replacement at eligible sites	VVIC-2MFT-T1	2-Port RJ-48 Multiflex Trunk - T1	1
Network Equipment Replacement at eligible sites	PVDM2-48	48-Channel Packet Voice/Fax DSP Module	
Network Equipment Replacement at eligible sites	PWR-3845-AC/2	Cisco3845 redundant AC power supply	7
Network Equipment Replacement at eligible sites	CAB-AC	Power Cord,110V	14
Network Equipment Replacement at eligible sites	PWR-3845-AC	Cisco 3845 AC power supply	7
Network Equipment Replacement at eligible sites	ROUTER-SDM	Device manager for routers	7
Network Equipment Replacement at eligible sites	CON-SNT-3845	SMARTNET 8X5XNBD 3845 w/AC PWR,2GE,1S	7
T1 and FXO cards for routers	NM-HD-2V	Two-slot high-density Voicefax Network Module	39
T1 and FXO cards for routers	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	40
T1 and FXO cards for routers	NM-HDV2	IP Communications High-Density Digital Voice Network Module	
T1 and FXO cards for routers	VVIC-2MFT-T1	2-Port RJ-48 Multiflex Trunk - T1	1
T1 and FXO cards for routers	PVDM2-48	48-Channel Packet Voice/Fax DSP Module	
T1 and FXO cards for routers	NM-1GE	1 Port GE Network Module	7
T1 and FXO cards for routers	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	32
T1 and FXO cards for routers	WS-C3550-24PWR-SMI	24-10/100 inline power + 2 GBIC ports: SMI	10
T1 and FXO cards for routers	CAB-AC	Power Cord,110V	10
T1 and FXO cards for routers	CON-SNT-C3550SMI	SMARTNET 8X5XNBD 24-10/100 inline pwr,2 GBIC prts:SMI	10
T1 and FXO cards for routers	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	10
T1 and FXO cards for routers	WS-C3750-24PS-S	Catalyst 3750 24 10/100 PoE + 2 SFP Standard Image	8
T1 and FXO cards for routers	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	8
T1 and FXO cards for routers	CAB-AC	Power Cord,110V	8
T1 and FXO cards for routers	CON-SNT-375024PS	SMARTNET 8X5XNBD Catalyst 3750 24 10/	8
T1 and FXO cards for routers	GLC-SX-MM=	GE SFP, LC connector SX transceiver	8
T1 and FXO cards for routers	WS-C3750-48PS-S	Catalyst 3750 48 10/100 PoE + 4 SFP Standard Image	127
T1 and FXO cards for routers	CAEAC	Power Cord,110V	127
T1 and FXO cards for routers	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	127
T1 and FXO cards for routers	GLC-SX-MM=	GE SFP, LC connector SX transceiver	127
T1 and FXO cards for routers	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	127
T1 and FXO cards for routers	CON-SNT-375048PS	SMARTNET 8X5XNBD Catalyst 3750 48 10/	127
T1 and FXO cards for routers	WS-C4506	Catalyst 4500 Chassis (8-Slot),fan, no p/s	9
T1 and FXO cards for routers	PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply with inline Power	18
T1 and FXO cards for routers	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	18
T1 and FXO cards for routers	WS-X4516	Catalyst 4500 Supervisor V (2 GE),Console(RJ-45)	9
T1 and FXO cards for routers	S4KL3-12218EW	Cisco IOS BASIC L3 Cat4500 SUP 2+/4/5(RIP,St.Routes,IPX,AT)	9
T1 and FXO cards for routers	MEM-C4K-FLD64M	Cat 4500 IOS-based Supervisor, Compact Flash, 64MB Option	9
T1 and FXO cards for routers	WS-X4148-RJ45V	Catalyst 4500 prestandard PoE 10/100, 48-Ports (RJ45)	9
T1 and FXO cards for routers	WS-X4308-GB	Catalyst 4500 Gigabit Ethernet Module, 6-Ports (GBIC)	8
T1 and FXO cards for routers	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	72
T1 and FXO cards for routers	CON-SNT-WS-C4508	8x5xNBD Svc^ for Catalyst 4508R Series Modular Switch	9
Network Equipment Replacement at eligible sites	WS-C3750G-12S-S	Catalyst 3750 12 SFP Standard Multilayer Image	45
Network Equipment Replacement at eligible sites	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	45
Network Equipment Replacement at eligible sites	CAB-AC	Power Cord,110V	45
Network Equipment Replacement at eligible sites	GLC-SX-MM=	GE SFP, LC connector SX transceiver	110
Network Equipment Replacement at eligible sites	CON-SNT-3750G12S	SMARTNET 8X5XNBD Cat 3750 12 SFP Std Multilayer image	45



# REQUEST FOR PROPOSALS

**PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON (District)**

PROCUREMENT SERVICES  
501 NORTH DIXON, 2<sup>nd</sup> FLOOR  
PORTLAND, OR 97227  
(503) 916-3113, Fax (503) 916-3109

Procurement Specialist: Elaine Holt, CPPB, Contracts and Procurement Manager

**RFP No. 06-856**

Consultation Services: Workforce **Management Project including**  
Facilitation of Business Process **ades** **d** **al** **n**  
Applicable **p** Modules

**PROPOSALS DUE: NOT LATER THAN 2:00 PM, October 24, 2005**  
**LATE PROPOSALS WILL NOT BE ACCEPTED**

An Optional pre-proposal meeting will be held on October 13, 2005 from **10:00 AM – 11:00 AM** in the Board Room at Portland Public Schools Central Office, Blanchard Educational Service District, 501 North Dixon Street, Portland, OR 97227. **Attendance** is optional. This meeting is designed to clarify the information that is requested and give an opportunity for questions and answers.

**Consultation Services: Workforce Management Project including Facilitation of Business  
Process Redesign and Implementation of Applicable PeopleSoft Modules**

**REQUEST FOR PROPOSAL**

**RFP NO.06-856**

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## SECTION 1 – OVERVIEW

### 1.0.0 INTRODUCTION

The PPS Workforce Management Project will introduce a best-in-practices model for 'hire to pay' workforce management allowing the district to improve inter-departmental coordination, create a broader reach to existing and potential district staff, increase confidence in district personnel budgeting and build transparency in district operations. The project will streamline legacy business processes and generate District efficiencies by implementing best in practice Position Control and deploying PeopleSoft eRecruit and eRecruit Manager Desktop modules.

The project is broken into the following three phases:

- Phase I – Existing Process Definition/Analysis and Recommended Solution Design
- Phase II – Position Control Project Plan and Implementation
- Phase III – PeopleSoft eRecruit and eRecruit Manager Desktop Project Plan and Implementation

***This RFP is focused on Phases II-III.***

At the time of this RFP, the District had the following PeopleSoft version 8.8 Applications in Production:

- Human Capital Management (Human Resource Management System, Time and Labor, Base Benefits and Payroll).
- Financials (Accounts Payable, Accounts Receivable, Billing, Inventory General Ledger and Purchasing).

The District plans to upgrade from PeopleSoft Human Capital Management vs. 8.8 to 8.9 in the fall/winter 2005. District plans to upgrade PeopleSoft HCM should align with vendor/District project planning for Workforce Management as outlined in this RFP.

The District does not currently have any PeopleSoft eRecruit modules in production. Consequently, the eRecruit and eRecruit Manager Desktop Implementation portion of this RFP is designed to accommodate the successful implementation of PeopleSoft eRecruit vs. 8.9.

### 1.0.1 PRE-PROPOSAL CONFERENCE

An Optional pre-proposal meeting will be held on October 13, 2005 from 10:00 AM – 11:00 AM in the Board Room at Portland Public Schools Central Office, Blanchard Educational Service District, 501 North Dixon Street, Portland, OR 97227. The meeting is designed to clarify the information that is requested and give an opportunity for questions and answers.

### 1.1.0 DEMOGRAPHICS

District offices are located throughout the greater Portland metropolitan area. The District serves approximately fifty thousand enrolled students and has an estimated annual budget of \$395 million. The District currently operates approximately one hundred sites.

### 1.2.0 TERM OF CONTRACT

The Contract term shall be for a period of up to, but not exceeding five (5) years, from the date of contract execution.

## 1.3.0 DETAILED STATEMENT OF WORK

### 1.3.1 Issue Introduction

Current PPS business processes for staffing are cumbersome and provide little-to-no visibility required for central office and building administrators to make solid business decisions.

#### 1.3.1a Staffing Projections and Data Maintenance

Portland Public School's current business processes require school administrators to conduct staffing projections and data maintenance in two different formats. These formats include:

- Format for HR – Staff Projection Lists (SPL): The SPL process is not automated and requires administrators to hand-write changes to programs and employees (positions) for the following school year and return with associated documentation (i.e. Job Requisition Form, Letter of Resignation or other) to HR.
- Format for the Budget Office – Staffing Utilization Reports (SUR): The SUR process is an individualized Microsoft Excel spreadsheet designed to assist building administrators in allocating available FTE. Often building administrators do not maintain their individual SUR. This requires the Budget Department to maintain individual SUR's on behalf of administrators.

Neither the SPL nor the SUR maintain ties to the PeopleSoft system. Consequently, program changes after the Districts initial "spring hiring rush are not captured in these reports or in the PeopleSoft Human Capital Management system. Consequently, all sources of information become quickly outdated.

#### 1.3.1b FTE Calculation

Additionally, the district maintains a complicated Full Time Equivalency (FTE) formula used for allocating positions to individual schools. Currently, the District uses the following FTE formulas:

- 1.0 certified/licensed FTE = 2 Classified FTE.
- 1.0 certified/licensed FTE = 1.0 0 3 (non-represented) FTE at \$20/hour or higher.
- 1.0 certified/licensed FTE = 2.0 0 3 (non-represented) FTE at \$19.99/hour or lower.

The cumbersome process outlined above, combined with the complicated FTE formula for designating positions, has made it difficult for central office administration (including both Human Resources and Budget) to provide assistance to schools when determining projections relative to allocated versus actual Full Time Equivalency (FTE).

#### 1.3.1c Recruiting and Hiring System

The District currently uses SearchSoft as the primary system for recruiting and hiring employees. Searchsoft is a third-party software solution that does not have the ability to integrate with the PeopleSoft Human Capital Management modules. This lack of integration results in labor intensive recruiting and hiring processes and limits the District's ability to conduct necessary data mining and management reporting. HR has also discovered the following feature set shortcomings with Searchsoft in the following areas: security, application workflow, and archival capabilities.

### 1.3.2 Project Phases

Multiple staff projection and data maintenance formats, combined with a complicated FTE formula, has created three significant issues for the District:

1. A cumbersome and inconsistent business process supporting the requisition management.
2. Lack of visibility to allocated vs. actual FTE for Budget, HR and administrators.
3. A paper-intensive, non-integrated recruiting and hiring software solution.

The Workforce Management initiative is designed to address both the process and technical issues outlined above in effort to provide the District with a best-in-practice approach to requisition management. The District has separated the project into three phases:

#### 1.3.2a Project Phase I

Existing Process Definition/Analysis and Recommended Solution Design: Deliver a clear and understandable definition of District's existing business processes and identify opportunities for streamlining and improving those processes to ensure consistent staff allocation and requisition management practices across District.

### **1.3.2b Project Phase II**

Position Control Project Plan and Implementation: Implementation of best-in-practice utilization of Position Control functionality from both a process and technology perspective to streamline legacy business processes and provide District staff and administrators improved visibility to allocated vs. actual FTE.

### **1.3.2c Project Phase III**

PeopleSoft eRecruit and eRecruit Manager Desktop Project Plan and Implementation: Best in practice K-12 implementation of the PeopleSoft eRecruit and eRecruit Manager Desktop modules to address issues and limitations of existing SearchSoft system and deliver a streamlined District recruiting and hiring process.

### **1.3.3 Background of Project Phase I**

In Spring 2005, the district contracted with a third-party vendor to conduct Phase I of the Workforce Management Project: "Existing Process Definition and Analysis". The analysis was divided into two pieces:

1. Analysis of Staffing Projection to Allocated FTE
2. Identification and Tracking of FTE Utilization

The results of the Phase I analysis from Spring 2005 are attached in Attachments E through G of this RFP.

The focus of this Request for Proposal (RFP) is on Phases II and III of the Portland Public Schools Workforce Management Initiative described in detail below.

### **1.3.4 Phase II - Position Control Project Plan and Implementation**

#### Vendor Deliverable:

Implementation of best-in-practice utilization of Position Control functionality from both a process and technology perspective to streamline legacy business processes and provide District staff and administrators improved visibility to allocated vs. actual FTE.

PPS will make the following staff-resources available to assist vendor with the deliverables described section 1.3.4 of this RFP:

- Business Information Systems Manager
- PeopleSoft Technical Lead
- PeopleSoft Applications Developer - HCM
- PeopleSoft Applications Developer - Financials
- PeopleSoft Systems Administrator/DBA
- Human Resources Functional Lead
- Payroll Functional Lead

Vendor will work with PPS staff listed above, and other district stakeholders as required, to conduct business process analyses, fit gap sessions and technical and/or process change implementations in the delivery of the following:

1. A comprehensive project plan for best-in-practice implementation of Position Control. This plan should specifically address the following:
  - Definition of FTE and positions assigned FTE.
  - Definition of Position Control and Position Management.
  - Recommended functional assignment for Position Control and Position Management tasks and responsibilities.
  - Verification of budget and position availability for every job requisition and every hiring, including positions with FTE assigned and positions without FTE assigned.
  - Validity analysis of the non-PeopleSoft disparate systems supporting the current Position Control processes.
  - Elimination of duplicated effort between HR and Budget.
  - Identification of a single source of reliable information, on-line and as close to real-time as possible, to District management.
  - Development of approval criteria and protocols for Budget to authorize creating positions or approve eliminating positions.
  - Simplification of the process for establishing a vacancy and initiating the hiring process.
  - Creation of certain reports and tools needed to facilitate Position Control.
  - Creation of a list of existing and known data limitations.



The Position Control project plan should contain, but is not limited to, the following individual project deliverables:

- Existing business process analysis
- Fit gap analysis
- Technical analysis
- Implementation of process changes
- Implementation of technical changes/customizations
- Training plan
- Communication plan

2. Execution of the Position Control project plan outlined in "Deliverable 1" above.

### **1.3.5 Phase III - PeopleSoft eRecruit and eRecruit Manager Desktop Project Plan and Implementation**

#### Vendor Deliverable:

Best in practice K-12 implementation of the Peoplesoft eRecruit and eRecruit Manager Desktop modules to address issues and limitations of existing SearchSoft system and deliver a District recruiting and hiring process.

PPS will make the following staff-resources available to assist vendor with the deliverables described section 1.3.5 of this RFP:

- Business Information Systems Manager
- PeopleSoft Technical Lead
- Peoplesoft Applications Developer - HCM
- Peoplesoft Applications Developer - Financials
- People Soft Systems Administrator/DBA
- Human Resources Functional Lead
- Payroll Functional Lead

Vendor will work with PPS staff listed above, and other district stakeholders as required, to conduct business process analyses, fit gap sessions and technical and/or process change implementations in the delivery of the following:

1. A comprehensive project plan for best-in-practice implementation and utilization of PeopleSoft eRecruit and eRecruit Manager Desktop. This plan should specifically address the following:
  - Best-in-practice recommendation for technical installation, implementation, user acceptance testing and ongoing management of PeopleSoft eRecruit and eRecruit Manager Desktop.
  - Project timeline that accommodates stakeholder obligations during a given fiscal year.
  - Specific responsibilities of vendor and district for each project deliverable.
  - Customization and reporting requirements and development.
  - Security and workflow analysis and implementation reflecting recommendations in Phases I-III of this initiative.
  - Data conversion and migration from SearchSoft to PeopleSoft.

The Peoplesoft eRecruit and eRecruit Manager Desktop project plan should contain, but is not limited to, the following individual project deliverables:

- Existing business process analysis
- Fit gap analysis
- Technical analysis
- Implementation of process changes
- Implementation of technical changes/customizations
- Training plan
- Communication plan

2. Execution of the Position Control project plan outlined in "Deliverable 1" above.

#### 1.4.0 TIMELINES

ACTIVITY	DATE
Advertise RFP	October 4,2005
Pre-proposal conference	October 13,2005
Deadline for Questions	October 14,2005
Proposals Due	October 24, 2005
Anticipated Contract Start	November 15,2005

**NOTE:** *The District reserves the right to deviate from this schedule.*

#### 1.5.0 MISCELLANEOUS

Proposers must be able to comply with District contract, and insurance requirements contained in this RFP, and other federal, state, and local laws and regulations governing services purchased through the resultant contract. It is a requirement of the proposal submittal that all proposers have read and agree to enter into a contract using the form of agreement provided as Attachment A. See Attachment A for a sample copy of the current contract format, and Exhibit 2 of the sample contract for the insurance requirements. Proposals shall remain valid for a period of ninety (90) days following the deadline set for receiving proposals.

All material submitted for any portion of this solicitation shall become the property of the District, and will not be returned to the applicants. Prior written District approval shall be required for any personnel changes differing from what is submitted in original proposal.

## SECTION 2 - PROPOSAL FORMAT, EVALUATION, AND SELECTION

### 2.1.0 EVALUATION AND SELECTION PROCESS

An Evaluation Committee consisting of not less than three (3) knowledgeable individuals ("Evaluators") shall evaluate the proposals. Working independently with copies of the written proposals, the Evaluators will assign scores to each proposal for each of the seven categories described under Proposal Elements and Evaluation Criteria below. The seven categories and the highest possible score for each are as follows:

<b><u>Category</u></b>	<b><u>Max. Score</u></b>
1. Experience of the Firm	50 points
2. Qualifications	50 points
3. Team Structure and Ability to Manage Work	35 points
4. Hourly Rates	35 points
5. References	30 points

***Total Program Score: 200 points***

Total Maximum Possible Score: 200 points per Evaluator

Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. If the District does not elect to have an oral evaluation, the award will be given to the highest scoring proposal based on the written proposals.

If it is determined to be in the best interests of District, an oral evaluation will also be scheduled. The Proposers with the highest score, not more than three (3), will be invited to an oral interview with the evaluation committee. If the third and fourth ranked Proposers are tied, the fourth will be included in the oral evaluations. The same criteria used to evaluate the written responses will be used to evaluate the finalists during the oral evaluations. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

After the oral evaluation, each evaluator will independently assign a score to each evaluation criterion, and then the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The award(s) will be given to the proposal having the highest final score.

References: A member of the Information Technology Department of PPS will evaluate References

Hourly Rates: The analysis of Hourly Rates will be performed by the District's Procurement Services Department. The Department shall perform the analysis as specified in the Attachment D. The Proposal determined to result in the least overall expense to the District shall receive the full points for this criterion. Other proposals shall receive a proportional amount based on their cost in relation to the least expensive offer.

## 2.2.0 PROPOSAL ELEMENTS and EVALUATION CRITERIA

To provide a uniform basis for evaluation of all proposals received, each Proposal shall contain the specific information requested below. Responses shall be presented by category as listed, and in the same order.

The relative importance of the seven categories is indicated by the "Points" shown for each category -- **200** points area available total per evaluator. The proposals shall be evaluated in accordance with these point ratings.

### 1. Experience of the Firm: – 50 points

Please submit a brief description of projects or contracts with references and phone numbers for each item below:

- Industry Experience: 20 Points Available – Experience with K-12 School Districts, State/Local Government or other public sector organizations. Please note PeopleSoft version 8.0 and higher K-12 experience.
- PeopleSoft Experience: 10 Points Available – Experience implementing, deploying and/or maintaining PeopleSoft version 8.0 and higher applications and technologies. Please note versions and modules. Please note PeopleSoft Certified Alliance Partner if applicable. Please note PeopleSoft eRecruit and eRecruit Manager Desktop version 8.8 and higher experience.
- Business Process Redesign Experience: 10 Points Available – Experience moving medium-to-large organizations from legacy business processes to "best-in-practice" through requirements and fit-gap analysis. Please note size and scope of redesign including number of employees and functional areas affected. Please note PeopleSoft Position Control, Position Management, eRecruit and eRecruit Manager Desktop business process analysis and integration experience.
- Best-in-Practice Enterprise Resource Planning (ERP) System Implementation Experience: 10 Points Available – Experience implementing Tier 1 Human Resource or Human Capital Management systems including PeopleSoft, SAP or Oracle. Please note PeopleSoft version 8.0 and higher Human Capital Management experience.

### 2. Qualifications: –50 points

- A. Provide a general description of your firm and the services you provide.
- B. Describe ability to respond to District's needs in addition to other work obligations.
- C. Describe your organizations financial stability/status including:
  - Publicly traded or privately owned
  - Quarterly revenue for 2003-2004
  - Annual revenue for 2004
  - Other relevant financial information
- D. Describe ability to provide all the services listed in Section One including:
  - Start date
  - Project planning
  - Budget development
  - System and process delivery to the District
  - Training and implementation
- E. Provide a description of organization including:
  - Name
  - Address

- Contact (Representative) name and title
- Number of years providing service

**3. Team Structure and Ability to Manage Work: – 35 points**

List the members of the proposed team and provide their resumes. Indicate the percentage of their total time team members would allocate to the Workforce Management Project if the project were awarded to your firm. Describe the capacity of your firm to perform the proposed work, taking into consideration other job assignments that are currently known, and indicate how the time of team members may be reallocated to assure excellence on the Workforce Management Project if your firm is awarded other projects not currently anticipated. Discuss the experience of the proposed team in a K-12 environment and on PeopleSoft related projects.

**4. Hourly Rates– 35**

Evaluated in accordance with Attachment D

**5. References - 30**

Evaluated in accordance with Attachment C

## SECTION 3 – PROPOSAL SUBMISSION, TERMS AND CONDITIONS

### 3.0.0 PROPOSAL SUBMISSION

Proposers must submit **(1)** original and (seven) complete copies of the proposal to: Portland Public Schools, School District No. 1J, Multnomah County, Oregon, Procurement Services Department, 501 North Dixon Street, 2<sup>nd</sup> Floor, Portland, OR 97227, no later than **2:00 PM**, on October **24, 2005**. **PROPOSALS MUST BE TIME-STAMPED AT THE BID DESK BY THE STATED DEADLINE.** All proposals that are not time-stamped by the deadline will be considered late and shall be rejected.

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested, number of copies does not fit into an envelope, enclose all copies in a box, seal it and attach an envelope on top with the appropriate information.

It is the **sole** responsibility of the Proposer **to** assure that proposals are delivered **and** time stamped at the second floor bid desk indicated above, prior **to** the closing date and time. Proposers that mail or ship proposals are strongly cautioned that the District accepts **no** responsibility for assuring any delivery is date and time stamped unless such delivery is made directly **to** the second floor bid desk.

### 3.0.1 MINIMUM SUBMITTAL REQUIREMENTS

The following list of information to be submitted is provided to assist proposers in completing proposals, however, this list shall not be interpreted as being exhaustive, or that proposals containing this information will be accepted.

- Cover letter
- Proposer Identification Sheet, signed (Attachment B)
- Proposer Reference Sheet (Attachment C)
- Hourly Rates (Attachment D)

Proposers are solely responsible to provide all the information required by this Request for Proposal.

### 3.0.2 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

### 3.1.0 CLARIFICATION OR PROTEST OF SPECIFICATIONS

Any Proposer requiring clarification of the information or protesting any provision herein, must submit specific questions/protests or comments in writing or Email to:

Portland Public Schools, School District No.1J, Multnomah County, Oregon  
Procurement Services Department  
Attn: Elaine Holt, CPPB Contracts and Procurement Manager  
501 North Dixon Street, 2<sup>nd</sup> floor  
Portland, OR 97227  
Phone: (503) 916-3578 Fax: (503) 916-3109  
  
Email: Procurement@pps.k12.or.us

The deadline for submitting such questions/protests is October 14, 2005. If District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in Addenda that will be mailed to all persons or firms that have either received this Request for Proposal from Purchasing or who attended a pre-proposal conference. All such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. Oral instructions or information concerning the specifications of the project from District managers, employees, or agents to prospective Proposers shall not bind the District. The Contracts & Procurement Manager shall issue all addenda not less than five (5) working days prior to the proposal deadline.

### 3.2.0 LEFT INTENTIONALLY BLANK

### 3.3.0 LEFT INTENTIONALLY BLANK

### 3.4.0 APPEALS & PROTEST OF AWARD

The following procedure applies to adversely affected Proposers who wish to appeal a disqualification of proposal or award of contract(s). An "adversely affected Proposer" is a Proposer whose proposal is disqualified or a Proposer who is eligible and is next in line for award of the contract but for the alleged violation or defect. Appeals by Proposers who are not adversely affected will be rejected.

1. All appeals must be in writing and physically received by the Director of Procurement no later than 2:00 p.m. on the fifth (5th) working day after the postmarked Notice of Intent to Award or disqualification.

Address appeal to:

APPEAL OF AWARD TO **RFP NO. 06-856**  
Attn: Darin Matthews, CPPO, C.P.M., Director of Procurement  
Portland Public Schools, School District No. 1J, Multnomah County, Oregon  
Procurement Services Department  
501 North Dixon Street, 2<sup>nd</sup> floor  
Portland, OR 97227

2. Appeals must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.
3. Appeals not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications as provided in Section 3.1.0 is not grounds for appeal.

### 3.5.0 CANCELLATION

District reserves the right to cancel this RFP at any time if cancellation is deemed to be in District's best interest. In no event shall the District have any liability for the cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

### 3.6.0 REJECTION OF PROPOSALS

District reserves the right to reject any or all responses to this Request for Proposal.

### 3.7.0 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the District shall be final and binding upon all parties.

### 3.8.0 CLARIFICATION OF RESPONSES

District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

### 3.9.0 REFERENCES

References are required as part of the response to this solicitation: ☐ NO ☒ Yes, Please refer to Attachment C for required references to be provided with proposal submissions. **Failure to provide references as specified shall be grounds for rejection of proposal.**

District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

### 3.10.0 PUBLICITY

News releases pertaining to this project will not be made without prior approval by, and in coordination with the Communications and Government Relations Department of the District.

### 3.11.0 COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

### 3.12.0 SUSTAINABLE PRODUCTS AND PROCESSES

#### 1. USE OF RECYCLED MATERIALS

Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.

#### 2. PREFERENCE FOR RECYCLED MATERIALS

As required by Law, the District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.

#### 3. SUSTAINABLE PRACTICES AND PRODUCTS

The District supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

### 3.13.0 CONFIDENTIALITY

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501915)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

1. It shall be clearly marked in bulk and on each page of the confidential document.
2. It shall be kept separate from the other RFP documents in a separate envelope or package.
3. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
4. Where such conflict (in 3. above) occurs, the proposer is instructed to respond with the following: "Refer to Confidential information enclosed."
5. This statement (in 4. above) shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. ***The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.***

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will



notify the Proposer. If the Proposer disagrees with the District's decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

### **3.14.0 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Pursuant to ORS 279 and District procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. A written intergovernmental agreement shall be required for such participation if the entity is an agency of the State of Oregon.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the District. **Any** estimated purchase volumes listed herein do not include other public agencies and the District makes no guarantee as to their participation.

### **3.15.0 PROPOSER IDENTIFICATION SHEET**

A Proposer Identification Sheet (**Attachment B**) shall be completed, signed and submitted with each Proposal. **Failure to submit a signed Proposer Identification Sheet may result in rejection of the Proposal.**

## **SECTION 4- CONTRACT TERMS AND CONDITIONS**

### **4.0.0 Portland Public Schools, School District No.1J, Multnomah County, Oregon STANDARD SERVICES CONTRACT**

Successful Proposer shall agree to execute a Portland Public Schools, School District No.1J, Multnomah County, Oregon, Standard Services Contract, a sample of which is incorporated in this RFP as Attachment A.

### **4.0.1 DCU COLLECTIVE BARGAINING AGREEMENT WAGE REQUIREMENTS**

This solicitation is subject to DCU requirements: ☒ NO ☐ YES, please refer to the Standard Services Contract, Attachment A, for contractor employee wage requirements.

### **4.1.0 NEGOTIATION WITH AWARDED CONTRACTOR (S)**

The District reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the District.



ATTACHMENT A  
PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON  
PERSONAL/PROFESSIONAL SERVICES CONTRACT (\$2000 and Over)

CONTRACT TRACKING NO. SAMPLE

This Contract is between Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and (Contractor). The parties agree as follows:

1. **Effective Date and Termination Date.** The effective date of this contract shall be \_\_\_\_\_ or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be \_\_\_\_\_
2. **Statement of Work:** \_\_\_\_\_
3. The maximum total payment under this Contract, including expenses, is \$ \_\_\_\_\_.
4. **Payment for Work:** The District agrees to pay Contractor upon acceptance of work and in accordance with the standard terms and conditions as follows: \_\_\_\_\_
5. **Contract Documents.** The Contract Documents consist of the following documents that are listed in descending order of precedence: this Contract and Exhibits to this Contract, including \_\_\_\_\_ A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supercede any prior representation, written or oral.

**CONTRACTOR DATA AND SIGNATURE**

Contractor is an independent contractor solely responsible for the work performed under this contract. Contractor, its subcontractors and employees shall not be deemed employees of the District. Contractor shall be responsible for all federal state and local taxes and fees applicable to payments for services under this contract.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contractor Phone: ( ) \_\_\_\_\_

Federal Tax ID# or Social Security #: \_\_\_\_\_

I certify under penalty of perjury that Contractor is a  
[check one]:

☐ Sole Proprietorship

☐ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☐ Other [describe here: \_\_\_\_\_]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including, if applicable, the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON SIGNATURE  
(If this contract is over \$2,000 it shall not be binding on the District unless signed by the District Deputy Clerk)

Signature (Deputy Clerk or Designee, \_\_\_\_\_

Title \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

1. Time is of the **Essence**. Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its Interest in this Contract, without the prior written Consent of the District, which may be withheld without cause. In addition to any Other provisions the District may require. Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District  
  
This contract is not assignable by the Contractor, either whole or in part, unless Contractor has Obtained the prior written consent of the District
3. **Other Contractors.** The District may undertake or award Other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and Shall coordinate its performance under this Contract with such additional or related work. The Contractor Shall not commit or permit any act that will interfere with the performance or work by any other contractor or by District employees.
4. **Independent Contractor Status.** Contractor shall certify status as an independent contractor and nothing herein is to be construed as establishing a employer-employee relationship

## ATTACHMENT A

5. No Third Party Beneficiaries. The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. Successors in interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. Nonperformance. In the event of nonperformance under this Contract, the District, after seven (7) days written notice, shall have the right to Obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
8. Escalation. Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.
9. Early Termination. This Contract may be terminated as follows unless Otherwise specified herein:
- The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
  - Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
10. Payment of Invoices
- Method of Payment. Unless otherwise specified in **Payment of Work** section, payment shall be approved monthly by the District, net thirty (30) days.
  - Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
    - If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
    - If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
    - If terminated under 9(c) or 9(d) by the District due to a breach by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
  - Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
    - Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
    - Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
    - Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
    - Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.
  - Payment for Medical Care.
    - To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
  - Non-Appropriation.
    - If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.
  - Adequate Funding.
    - Continuation of this contract, at Specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.
11. Remedies. In the event of breach of this Contract the parties shall have the following remedies:
- If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
  - In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
  - If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
12. Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:
- Persons employed under this Contract shall receive at least time and a half pay for Work performed on the legal holidays specified in ORS 279 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
  - Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279 the laborer shall be paid at least time and a half pay:
    - for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
    - for all Overtime in excess of ten hours a day or 40 hours in any one week when the Work week is four consecutive days, Monday through Friday; or
    - for Work performed on Saturday and on any legal holidays Specified in ORS 279.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to Work.
13. Time Limitation on Claim for Overtime. To the extent any of Contractor's employees are covered by the Oregon employment laws, such Covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

## ATTACHMENT A

- a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
  - b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.
14. **Hazardous Chemicals.** Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-135-025.
15. **Errors.** The Contractor Shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost
16. **Access to Records.** The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.
- Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
17. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.
- If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.
18. **When Work is performed on District Property (Including Schools), Contractor shall comply with the following:**
- a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include Shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
  - b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
  - c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
  - d. No Drugs. District property sites are designated drug-free zones enforced by the Portland Police Bureau.
  - e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.
19. **When Work is performed in or on School Sites, Contractor shall comply with the following:**
- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract unless the Contractor elects to pay such fees directly.
  - b. Confidentiality Contractor will not disclose any information or records regarding students or their families that Contractor may learn or Obtain in course and scope of Contractor's performance of this Contract.
  - c. Child Abuse Reporting Act. Contractor Shall comply with the child abuse reporting law (ORS 4918.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any Child has been abused. Contractor Shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
20. **Employment Standards.** At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in it's sole discretion, removal of such employee would be in the best interests of the District.
21. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees Shall be cause for immediate Cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.
- FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information Obtained by the Contractor in the performance of this contract, may not be re-disclosed to third parties Without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.
22. **Compliance with Applicable Law.** Contractor Shall comply with all federal, State, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
23. **Indemnity and Hold Harmless.** The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property Caused by any act or omission of an act sustained in any way in Connection with the performance of this contract or by conditions created thereby, or based upon violation of any Statute, Ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.
24. **Waiver.** Waiver of any default under this Contract by the District Shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

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- 25. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of Signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 26. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, Consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the Specific instance and for the specific purpose given.
- 28. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
- 29. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by Statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
- 30. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation or application of the contract.
- 31. Insurance.** Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 **THIS COVERAGE IS REQUIRED.** Attach Certificate of insurance. If Contractor does not have coverage and claims to be exempt, Complete Section 32 in lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than: ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. ☐ Required by District ☒ Not required by District

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than: ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000. This insurance must include contractual liability coverage. ☐ Required by District ☐ Not required by District

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than: ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. ☒ Required by District ☐ Not required by District

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate(s) of Insurance Required.** Upon Request of the District, Contractor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the District.

## 32. WORKERS' COMPENSATION EXEMPTION CERTIFICATE (To be used ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the *appropriate* box):

### ☐ SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

### ☐ CORPORATION, FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest- in the corporation, and
- All work will be performed by the officers and directors. Contractor will not hire Other employees to perform this contract.

### ☐ CORPORATION, NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation.
- Contractor has no employees; all work is performed by volunteers. and
- Contractor will not hire employees to perform this contract

### ☐ PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

### ☐ LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

## ATTACHMENT A

**NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. (To be signed ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

SAMPLE  
CONTRACT



**ATTACHMENT B**  
**PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J,**  
**MULTNOMAH COUNTY, OREGON**

**PROPOSER IDENTIFICATION SHEET**

**RFP NO. 06-856**

**Consultation Services: Workforce Management Project  
Including Facilitation of Business Process Redesign and  
Implementation of Applicable PeopleSoft Modules**

The undersigned hereby certifies that Proposer:

1. Has the authority and/or responsibility to submit a proposal and to represent the organization in all phases of this RFP process.
2. The information is true and accurate to the best of their knowledge
3. Shall furnish, within the time specified, the items/services as indicated in the RFP, Resultant Contract and the Proposers Submittal.
4. Is a ☐ Resident Proposer, ☐ Non-Resident Proposer, as defined in ORS 279.029, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279.111

ORS 279.029 (2) states "In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279.029 (6) (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279.029 (6) (c))

5. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
6. Understands by submitting this RFP Proposal. the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws. shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
7. Acknowledges Receipt of Addenda No's. \_\_\_\_\_ through \_\_\_\_\_ inclusive.

PROPOSERS EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) \_\_\_\_\_  
OR  
SOCIAL SECURITY IDENTIFICATION NUMBER \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

**FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION**